

**William J. Devine Golf Course- Request for Proposal for Leasing of
Concessions
November 2022**



Property Address

William J. Devine Golf Course

One Circuit Drive

Dorchester MA

Contact:

Scott Allen

Director Of Golf

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Introduction

The Fund for Parks and Recreation (the Fund) seeks contractors willing to Lease and operate the food/function area for the sole purpose of providing **Food and Beverage Concessions** (as further described herein) at William J. Devine (Franklin Park) Golf Course in Dorchester, Massachusetts.

The Fund for Parks and Recreation seeks proposals that reflect the professional management abilities of a Lessee who is deemed suitable from a standpoint of character, reputation and experience to operate such a concession in a public space.

Under the Lease that will be developed between the Fund for Parks and Recreation and the successful proposer, the successful proposer will retain 100% of the revenue generated at the concession. The Lease will be for a term of three (3) years, with the potential of two additional one year extension terms, exercisable at the sole discretion of the Fund. The value of the Lease is estimated to be about \$15,000 annually.

There were roughly 36,000 rounds of golf played at the Course in each of the past 3 years. The Fund makes no guarantee of the actual number of rounds that will be played during the span of this Lease.

The proposer will not receive any compensation or reimbursement of expenses for submitting proposals. Prospective proposers may obtain a copy of the Request for Proposals (“RFP”) at the Bid Counter, 1010 Massachusetts Avenue, 3rd Floor, Boston, MA or RFP may be downloaded at www.cityofboston.gov/procurement/events.

Facility Introduction

William J. Devine Golf Course features an 18-hole championship golf course designed by Donald Ross that opened to the public in 1896. The course is a par-70 with four sets of tees, stretching from 4,676 yards to 6,013 yards. The golf course is of the parkland style and is surrounded by the city’s historic Franklin Park and the Franklin Park Zoo. Nestled in the middle of the historic Franklin Park, the clubhouse has some of the most beautiful views the city has to offer.

The clubhouse, built in 1996, houses a pro shop, a kitchen and service window with a wide variety of food and beverages, including beer and wine. In the winter, the William J Devine Clubhouse remains open to serve the walkers, runners and constituents of the park including numerous functions, community meetings, and road races.

William J Devine Golf Course recognizes that the food and beverage experience at our facility is important to the overall success of the golf operation. The facility is seeking an organization or individual to create a comfortable, inviting and fun environment for our customers to enjoy. The food and beverage concessionaire must ensure the Fund that patrons will receive outstanding customer service whether at the counter, on the golf course, while hosting a function or attending

the facility for a golf outing. Our customers look for a wide variety of fare in addition to the traditional snack bar and grill selections.

Description of Service Operation

The Course's food and beverage operation is a stand-alone operation at the William J. Devine Golf Course. Located inside the Clubhouse, the operation includes a front lounge room, ballroom, patio, kitchen, counter area, and one service entrance to the kitchen area off the Clubhouse. In addition food and beverage may be serviced at an area on the golf course located between the 6th, 7th, 15th and 18th holes. The incoming vendor will be expected to provide food and beverage services during the enlisted golf course operating hours 7-days a week during the golf season to patrons and the general public. These services should include breakfast, lunch, beverage, snack and dinner related items geared toward the golfer. The Lessee shall be the only person or company permitted to operate a food and refreshment service at the William J. Devine Golf Course, except for any group who received a waiver from the Lessor. Alcoholic beverages may be serviced in accordance with MA State liquor law and only after receiving a license. The license for the golf operation is for 265 days annually and the winning proposer must apply and be granted a liquor license by the Boston Licensing Board. Any liquor served for private functions in the off-season must receive a one-day permit from the Boston Licensing Board for that event.

Patrons of the concession shall have the use of the parking lot, over which the Fund shall retain control and possession. The Lessee will have two parking spots behind the building adjacent to the dumpsters for their exclusive use.

The Ballroom, front lounge room and patio area shall be the responsibility of the Lessee. The table tops in the Ballroom shall be covered seven days a week with a table cloth approved by the Fund and the chairs (provided by the Fund) shall be set up for use by the patrons. The table and chairs in the front lounge room shall be kept clean and set up for patron use seven days a week. Vacuuming and cleaning of the ballroom and lounge should be done daily by the Lessee or as assigned at the discretion of designated Fund manager.

2016 William J. Devine Golf Course Statistics

Annual Rounds: Approx. 35,000

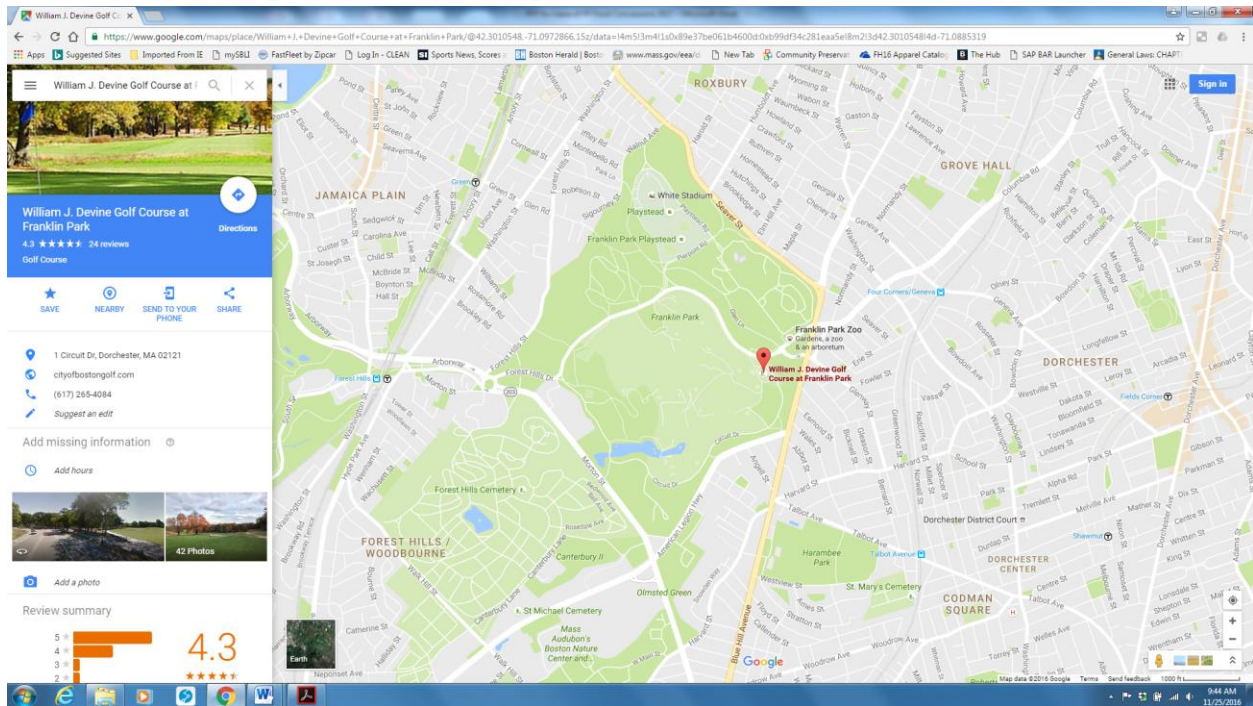
Golf Leagues: 9 (7 weekday, 2 weekend)

Charitable Tournaments: 32

Annual Functions: 36

Other Golf Events: Host various high school and college golf teams. Host MGA and USGA events throughout the year including the prestigious 2018 MGA Mass Open Championship.

Site Location Map (via Google Maps)



Facility Equipment List

All equipment provided below is in as-is condition. Proposers should evaluate the equipment during the required site visit. Any equipment that would need to be replaced during the life of the Lease is the responsibility of the Lessee.

1. Oven with 6-gas burners
2. (2) Prep Tables
3. Two-door refrigerator
4. (1) Freezer (storage room)
5. Ice Machine
6. (2) 37-inch Flat Screen TVs (Common area)
7. Sink with counter
8. 3-Bay Sink/Wash area
9. Sandwich Fridge
10. All Patio furniture
11. All Common area/function hall tables and chairs
12. (2) 70-inch HDTV in Function Room

Schedule of Activities – RFP Dates

DATE:

ACTION:

Monday, November 15, 2021 after 9am-TBD	RFP Available for pick-up or download.
Monday, November 15, 2021 – Monday, November 22, 2021	<u>Mandatory</u> Site Visits (conducted per appt. w/ Maribel Duprey)
Friday, December 3, 2021	3PM – Deadline for follow-up RFP questions due via email Kevin.Frawley@boston.gov
Friday, December 10, 2021	Answers to RFP questions will be posted on www.cityofboston.gov/procurement/events
<u>Thursday, December 16, 2021</u>	<u>2pm - RFP submissions deadline.</u>
Tuesday, January 11, 2022	Award decision made and notification sent to awardees.
February-April 2022	Contract Award
Sunday, May 1, 2022	Start date concession program 2022 operation

Inquiries

Inquiries on all matters during the RFP process and matters requiring further clarification concerning the contents of this document should be directed in writing, no later than 3PM on December 3, 2021 to:

Kevin Frawley
PGA Head Golf Professional
Boston Parks Department
Kevin.Frawley@boston.gov

Answers to questions will be posted by December 10, 2021 on www.cityofboston.gov/procurement/events

Tours of Current Premises

Proposers should note that they will need to schedule a mandatory walk-through and information session. Proposers can contact Maribel Duprey at (617) 635-7251 between the hours of 8 a.m. and 3 p.m. to schedule their session.

Bid Submission Procedures

The Lessee shall abide by bidding procedures established by the Fund for Parks and Recreation and the Boston Parks and Recreation Department in the preparation and submission of proposals, either on or for this Lease.

Four (4) complete copies of the RFP response and any other documents required shall be submitted to:

Bid Counter, Boston Parks Department
1010 Massachusetts Avenue, 3rd Floor
Boston MA 02118

The RFP responses shall be identified with the location name and the Lessee's name and address. RFP responses must be received at the above address no later than 2:00PM, Thursday December 16, 2021. Late proposals will not be accepted. The City of Boston reserves the right to reject any and all proposals and to waive minor informalities in proposals received.

Proposal Requirements and Format

Proposal Organization

Proposals shall be submitted in an organized manner, each copy separately bound in one volume with parts identified for each of the following distinct sections. Proposals must include the requested information.

- | | |
|----------|---|
| Part (1) | Executive Summary, including: <ul style="list-style-type: none">• Company Background Information• Years in Business• Financial Information |
| Part (2) | Proposer Qualifications, Experience, and References |
| Part (3) | Business Plan, including: <ul style="list-style-type: none">• Concepts and Proposed Menus• Staffing and Ability to Meet Licensing Requirements• List of Equipment/Furnishings |
| Part (4) | Bid Price Proposal Form (Attachment C) |
| Part (5) | Bid Response Form (Attachment D) |

Proposals shall not exceed 25 pages in total, excluding any attachment or appendices.

Proposal Requirements

Food Service vendors ready for a successful business opportunity at William J. Devine Golf Course are required to submit a proposal to the Director of Administration and Finance of the Boston Parks and Recreation Department with the following elements. Please keep in mind the demographics of our golf course customers, golf outing patrons and the Golf Course's goal to provide a first-rate food and beverage service.

1. Executive Summary
 - a. Name and address of legal entity submitting the proposal
 - b. Name and address of principal officers and all owners of proposing organization
 - c. Legal status of proposing organization (i.e. corporation, partnership, sole proprietorship)

- d. Please describe the proposing organization in terms of size, longevity, areas of specialization, and any other information that the Lessor can use to come to an opinion about the stability and fiscal strength of the organization
 - e. Please provide bank references
 - f. Will you upon request be able to fill out a detailed financial statement and furnish any other information that may be required by the Fund for Parks and Recreation (Lessor)?
2. Qualifications, Experience, and References
- a. Minimum of 3-5 years' experience of restaurant operation or catering at a Golf Course Facility
 - b. Provide information about your experience and current relationships with food and beverage suppliers
 - c. Provide (3) references, preferably from others with whom you have contracted in the last 5-10 years
 - d. Explain what experience you and your team has provided in concession services at the golf courses or similar venues. Please be specific in terms of length of experience (years, seasons, etc.) and roles (owner, supervisor, cook, etc.)
 - e. Have you ever failed to complete any work awarded to you or defaulted on a contract? If so, please explain.
3. Business Plan
- a. Please describe your customer service philosophy
 - b. Give a brief description of your creative ideas to provide first-rate concessions. What will draw patrons to your services? What will keep them coming back? What will be your specialty? How does the historic location of Franklin Park fit into your mission?
 - c. Provide a staffing plan
 - d. Provide a proposed menu with prices for all items and services
 - e. Provide a statement regarding your interest and ability to provide catering for large golf outings, tournaments and functions
 - f. Provide a beverage cart plan
 - g. How will you monitor customer satisfaction?
 - h. Provide a detailed schedule of the maintenance of both premises and equipment provided by our operation
 - i. How will you anticipate promoting and marketing the facility?

Evaluation Criteria for Lease Award

The Lessee's responses may be evaluated using criteria listed below, in conjunction with the price proposals, to determine the best overall value. These criteria are subject to change without notice, at the sole discretion of the Lessor, and may or may not be used in the evaluation process.

The criteria are provided for informational purposes only, and are not ranked in any particular order of importance.

Minimum Requirements for Proposal

The following items are considered minimum requirements for each proposal. The Lessor will not accept any proposal which fails to meet the minimum requirements set forth below:

- a) Each Proposer warrants that it has read the RFP in its entirety and submits its proposal in accordance with the terms and conditions contained in the RFP.
- b) The information is complete, understandable and the forms are properly prepared.
- c) Each Proposer must have a minimum of three (3) years' experience in the operation, ownership and management of a food service and wine and beer **golf** concession or similar business.
- d) Each proposer must demonstrate the ability to work in a public setting, such as a public park.
- e) Each Proposer must have the ability to operate the concession in accordance with the RFP.
- f) Each proposer must include a detailed proposed staffing plan.
- g) Each Proposer must include in its proposal a proposed menu and price list for each Concession Premises. It is required that all items listed on the menu will be available to the public during the appropriate hours of operation.
- h) Each Proposer must include a list of all proposed furnishings, furniture and equipment to be used under this Lease.
- i) Each proposer must include at least 3 references.
- j) Each proposer must demonstrate the financial validity of their organization including financial statements and/or credit references.
- k) Non-Refundable deposit in the form of a certified check drawn on, or a treasurer's or cashier's check issued by a responsible bank or trust company, payable to the Fund for Parks and Recreation for fifty dollars (\$50).
- l) The response must include evidence of insurance and worker's compensation coverage.
- m) If the Proposer is a corporation, it must attach a certificate of authority.
- n) Response includes separate, sealed price and non-price proposals.

Comparative Evaluation Criteria

Each proposal meeting the minimum criteria will be evaluated according to the following comparative criteria. Proposers should take care to address each item in their non-price proposal.

1. Experience
 - a. **HIGHLY ADVANTAGEOUS:** Demonstrated five years or more in-depth experience with food concessions management in a public property setting.
 - b. **ADVANTAGEOUS:** Demonstrated five years or more in-depth experience with food concessions management.
 - c. **NOT ADVANTAGEOUS:** Demonstrated 3-5 years of in-depth experience with food concessions management.
 - d. **UNACCEPTABLE:** Less than 3 years of in-depth experience with food concessions management.
2. Concessions Concepts and Proposed Menu(s)
 - a. **HIGHLY ADVANTAGEOUS:** Concept and menu that reflects the quality, customer-service focus that is aligned with the mission to service the golf course while balancing affordability.
 - b. **ADVANTAGEOUS:** Concept and menu that reflects the quality, customer-service focus that is aligned with the mission to service the golf course, but is not particularly affordable.
 - c. **NOT ADVANTAGEOUS:** Concepts or menus that do not reflect the nature of golf-concessions, are not customer service-driven and/or may not be affordable.
 - d. **UNACCEPTABLE:** Did not demonstrate a concept that is applicable to the golf course or a public setting.
3. Proposed Staffing Levels
 - a. **HIGHLY ADVANTAGEOUS:** Proposed staffing levels that exceed the requirements for the hours of operation.
 - b. **ADVANTAGEOUS:** Proposed staffing levels that meets the requirements for the hours of operation.
 - c. **NOT ADVANTAGEOUS:** Proposed staffing levels that do not meet the requirements for the hours of operation.
 - d. **UNACCEPTABLE:** No proposed staffing levels included.

Rule for Award

The Lease awarded will be to the most advantageous proposer whose proposal, conforming to the RFP, will be the most advantageous to William J. Devine Golf Course, considering both price and non-price factors.

Awarding the Lease

The Lease will be awarded to the most advantageous proposer who, in the opinion of said board or officer, would be the most suitable from the standpoint of character, reputation and experience to operate such a concession, taking into account both price and non-price factors.

Inspections of the Lessee's Current Operations

Representatives from the Lessor reserve the right to inspect Lessee's existing food service accounts and to interview prospective Lessees prior to the award of this Lease.

Date of Award

This Lease is expected to be awarded in March/April 2022.

General Conditions for the Lease of William J. Devine Golf Course

General

The restaurant at the William J. Devine Golf Course has been established by the Boston Parks and Recreation Department through the Fund for Parks and Recreation (“The Fund” or the “Lessor”) primarily for the convenience of and service to golfers using the William J Devine golf course. The awarded Lessee is expected to operate a golf-friendly food service operation that caters to the community.

Lessee shall at times provide sufficient labor, supervision, supplies and equipment and shall exercise such modern business practices as to ensure the proper and efficient operation of the food operation. In the operation of its business under this agreement, Lessee shall not in any manner hinder or interfere with the general operation of the public golf course, nor with the public’s use or enjoyment thereof.

The Lessee shall be prepared to open the food operation at the time the golf Course opens for play in the spring and to keep it in operation throughout the golfing season. A sign stating the hours when the food operation is open for business must be prominently displayed.

In the case of inclement weather at the beginning of the season, the Lessee may delay the opening of the food operation and for the same reason may delay conclude operations before the end of the season, but in either case this must be done with the approval of the Director of Administration of Finance of the Boston Parks and Recreation Department, in writing.

Lease Agreement

Lessee must execute a lease agreement with the Fund, which contains the relevant provisions of this RFP and which is attached hereto.

Term of the Lease

The Lease shall be good for a period of three years commencing on or about May 1, 2022, and end on Feb 28, 2025. The Lease may be extended annually for two additional seasons at the discretion of the Lessor. The length of the Lease is for three years plus a potential of two (2) additional extension years.

Lease Payments

Lease payments will be equally spread out over a 6 month period each year as defined in the payment schedule attached, unless otherwise agreed upon in writing by the Lessee and the Lessor.

Insurance Requirements

The Lessee shall carry and furnish evidence of insurance of the following kind and amount: The Lessee shall carry regular public liability insurance providing a limit of not less than \$2,000,000.00 for all damages arising out of bodily injuries to or death of one person in any one accident and, subject to that limit for each person, a total limit of \$2,000,000.00 for all damages arising out of bodily injuries to or death of two or more persons and regular property liability insurance providing a limit of not less than \$100,000.00 for all damages arising out of injury to or destruction of property during the length of the Agreement. In addition, the Lessee will provide product liability insurance with a limit of not less than \$2,000,000.00 for any one incident and a total limit of \$2,000,000.00 for the length of the agreement. Finally, the Lessee will provide liquor liability insurance with a limit of not less than \$2,000,000.00 per occurrence for the length of the agreement.

The required policy or policies of insurance shall contain the following special endorsements:

1. This insurance policy shall not be cancelled or reduced without 30 days prior written notice to the Lessor.
2. The Fund and City are named as an Additional Insureds under the terms of this policy.
3. Lessee agrees to file the required policies of insurance, with all endorsements attached, with the Fund upon execution of the Lease.
4. At least 30 days prior to the expiration of any policy, a signed and complete Certificate of Insurance, with all endorsements attached, showing that the insurance coverage has been renewed or extended shall be filed with the Fund.

Performance Bond Requirement

A performance bond of a surety company authorized to do business in Massachusetts, and satisfactory to the Official, or a certified check on, or a treasurer's check, issued by a responsible bank or trust company, payable to the City of Boston, will be required of the successful proposer as security to guarantee the faithful performance of the Lease. The penal sum of such bond or amount of such check shall be \$5,000.

The provisions of this understanding shall be incorporated by reference into the Lease between the Lessee and the Fund for Parks and Recreation.

Utilities

The Lessor will pay all existing utilities incurred in the operation of the food operation. The Lessee shall request written approval from the Lessor for any additional utilities, and they shall be under the Lessee's name for the duration of the Lease. The Lessor agrees to provide adequate heat and air conditioning in the Clubhouse Lounge. Cable TV, phone and internet access are not considered utilities and must be provided by the Lessee for their own use.

Exclusive Food Service

The Lessee shall be the only person or company permitted to operate a food and refreshment service at the William J. Devine Golf Course except any group granted a waiver by the Fund for Parks and Recreation. Up to (7) waivers may be permitted annually by the Fund for Parks and Recreation. In addition, The Lessor reserves the right to provide refreshments to participants in any City-sponsored meetings or events that take place on the premises.

Equipment

The Lessee will furnish all equipment necessary for the operation of the food operation such as pots, pans, dishes, silverware, cups, glasses, cooking utensils, etc. The Lessor will furnish the equipment currently in the operation in as-is condition. If any additional stoves, freezers, washing, equipment, grills, stools, or furniture is required, it the responsibility of the Lessee to provide.

The Lessee will be responsible for the daily maintenance of the Lessor's equipment. The Lessee will be responsible for all major repairs to the Lessee's equipment. All equipment is provided "As-Is" and the Lessor makes no warranty as to the merchantability, fitness for a particular purpose, condition or repair of the equipment.

The equipment, supplies, effects and other personal property of every kind, nature and description belonging to the Lessee, which may be on the premises during the term of this agreement or at any time, shall be at the sole risk and hazard of the Lessee. If the whole or any part thereof shall be destroyed or damaged by water, theft, vandalism, riot, forced entry, or any other course, no part of said loss or damage is to be charged to or borne by the Lessor and the Lessee hereby agrees to forever hold Lessor harmless from and to indemnify Lessor against any and all loss, cost, debt, claim, damage, judgement and/or expense suffered and incurred by Lessor in connection with any such loss.

Lessee shall be solely liable and responsible for all cash and merchandise losses resulting from spoilage, accident, theft, dishonesty, vandalism, equipment failure or any other cause.

The Lessee will be expected to operate the food operation with the present major equipment now located at the facility. Any changes of existing major equipment or renovation must be mutually agreed upon by the Lessee and the Lessor.

Maintenance

The Lessee will maintain the food operation area in as good condition and repair as it now is, natural wear and unavoidable damages excepted.

The Lessee will be responsible for normal housekeeping, minor repairs and maintenance of the facility. The Lessee shall also be responsible for normal “off-season” cleaning and painting required and considered as part of normal maintenance. Paint colors must be approved by the Lessor.

The Lessee will, at all times, maintain the facility in a clean and safe manner that is acceptable to the Lessor and shall be subject to periodic inspection by the Lessor.

The Lessee will be responsible for the maintenance, cleanliness, and payment of all exhaust fans cleaning, hood cleaning, monthly grease trap cleaning, annual carpet cleaning, floor cleaning, and exhaust duct work servicing.

The Lessor will be responsible for major repairs, major improvements and renovations. The Lessor shall be responsible for repair and replacement of all structural and mechanical components and equipment permanently attached to the structure, including roofs, walls, foundations, heating plant, plumbing and electrical systems.

The Lessor shall be responsible for the repair and maintenance of the roads, walks and parking areas surrounding the Concession Premises. The Lessor will maintain all exterior landscaping, including mowing, on the surrounding premises.

Repair and replacement of items for which the Lessor is responsible is subject to the availability of sufficient funds in the Lessor’s current appropriations.

Concession Premises

For purposes of these specifications and the Lease between the Lessor and the Lessee, the “Concession Premises” shall consist of:

The Clubhouse Lounge, Ballroom and Associated Areas (Outside Patio)

The food service/wine and beer concession is located at the William J. Devine (Franklin Park) Golf Course Clubhouse, and shall hereinafter be referred to as the “Clubhouse Lounge.” The Clubhouse Lounge consists of the front lounge room, ballroom, patio, kitchen, counter area, and one service entrance to the kitchen area off the Clubhouse. Patrons of the concession shall have

the use of the parking lot, over which the Lessor shall retain control and possession. The Lessee will have two parking spots behind the building adjacent to the dumpsters for their exclusive use.

The Ballroom and front lounge room shall be the responsibility of the Lessee. The table tops in the Ballroom shall be covered seven days a week with a table cloth approved by the Lessor and the chairs (provided by the Lessor) shall be set up for use by the patrons. The table and chairs in the front lounge room shall be kept clean and set up for patron use seven days a week.

Vacuuming and thorough cleaning of the ballroom, lounge and outside patio should be done daily by the Lessee. All of the areas should also be cleaned after each event (including all functions and tournaments). A thorough cleaning includes vacuuming, washing floors, washing tables, removing all debris and trash, emptying all trash and recycling receptacles and proper sanitization.

18th/ 7th / 15th Tees

The area directly adjacent to the 18th/7th/15th Tees may be used for concessions, with the prior approval of the Lessor, providing it does not interfere with play. Any cooking or food preparation must meet with city and state health codes.

Beverage Cart

The lessor will provide a beverage cart for the Lessee to use on the golf course during the peak golf season of May 1st -October 15th. The Lessee must follow proper operation of the beverage cart as per the manufacturer's operations manual, and train employees on proper golf course etiquette. Any damage to the beverage cart will be the responsibility of Lessee outside of routine maintenance, gasoline and general wear and tear. Lessee shall pay Lessor one thousand dollars (\$1000) annually for the cost of the gasoline consumed by the beverage cart.

Restrooms

There are five restrooms in the Clubhouse which serve the Premises, two for women and two for men and one combined. One of each male/female is for Season Pass Holders and two are for the general public. The combined bathroom, located in the back hallway off of the kitchen, is exclusively for the Lessee's staff. The four restrooms (two public and two Permit Holder) shall not be the responsibility of the Lessee. The combined bathroom is the responsibility of the Lessee and shall be cleaned daily.

Capital Improvements to the Premise

Lessee may include any proposed capital improvements for the premise during the initial three (3) year term of the Lease. Please describe the type of capital improvement proposed and the estimated cost (to be picked up by the Lessee) for the improvement.

Sanitation

The Lessee shall keep the Concession Premises and the equipment and furnishings located there in a sanitary condition at all times, in conformity with applicable federal, state and municipal laws, codes, rules and regulations. An authorized representative of the Fund or any applicable City Agency may inspect the premises periodically and the Lessee agrees to comply with the authorized representative's recommendations.

The Lessee shall at all times maintain the Concession Premises and equipment and furnishings in good repair and in a clean, neat, sanitary and safe condition. The Lessee agrees to clean the Concession Premises and areas contiguous to the Concession Premises at least once per day in order to remove litter and spilled liquids or food. Kitchen, counters and kitchen equipment should be sanitized daily before closing each business day. The Lessee is responsible for emptying and disposing of the trash in the restaurant and lounge facilities on a daily basis or more often at the discretion of the designated Fund manager.

The Lessor will provide any dumpsters necessary for refuse from the Premises, both refuse and cardboard, and be responsible for the periodic emptying and all other maintenance of the dumpster(s). The Lessee shall keep the dumpster area in a clean and orderly condition.

Signs

No signs or advertisements shall be placed or erected on the Concession Premises or Lessor Property without the approval of the Lessor. The Lessee will submit for approval, samples of any signs or advertisements relative to the Concession, prior to their placement or erection. All signs erected by the Lessee shall be the responsibility of the Lessee and will be kept in good condition by Lessee.

Minimum Days and Hours of Operation

Lessee shall operate the Concession in accordance with the following schedule:

The Clubhouse Lounge shall be open for business 7 days per week on or about April 1st through November 30th each year on the following schedule:

Weekdays: 6:00 a.m. to 8:00 p.m. except the months of October and November when the hours of operation will be 8:00 a.m. to 4:00 p.m.

Saturday, Sunday, Legal Holidays: 6:00 a.m. to 8:00 p.m. except the months of October and November when the hours of operation shall be 7:00 a.m. to 4:00 p.m.

It will be the Lessee's discretion on whether to open The Clubhouse Lounge on or about December 1st through March 31st each year. A proposal must be submitted to the Lessor by October 31st of each year that details the operational plan for the Clubhouse Lounge for the Months of December through March.

Any changes to the schedule above must include a detailed explanation in the proposal listing the reasons for such a change. At no time will the clubhouse be allowed opened later than 11pm, seven days a week. A final decision of the actual hours of operation will be at the sole discretion of the Lessor.

Beverage Cart Operation

The beverage cart is mandatory on the golf course during the peak season from May 1st through October 15th as follows:

All Fridays through Sundays: 8:00 a.m. to 6:00 p.m.

Other Tournament Days: 8:30 a.m. to 2:30 p.m.

Any changes to the schedule above must include a detailed explanation in the proposal listing the reasons for such a change. A final decision of the actual hours of operation will be at the sole discretion of the Lessor.

Events/Tournaments at Clubhouse

Event (Non-Golf)/Tournaments Booking, Security and Coverage

All non-golf events must be booked through the Assistant Business Manager. All customers must fill out an information sheet and supply the golf course with a non-refundable deposit to secure the date of the event. The event is not officially booked until the deposit has been received and recorded by the Assistant Business Manager or designated representative.

The Lessee must have at least one staff person covering every event after the hours when the premises are otherwise closed to the public. It is the responsibility of the Lessee to close and alarm the building and close and lock any parking gate that may apply. The Lessor will not supply outside security and or monitoring staff for events. If an event has chosen not to use the Lessee and is not serving alcohol, the Lessee must staff the event with at least one person per 100 guests and an additional person for every 100 guests. If the Lessee's staff person(s) is serving the food, there must be an additional staff person on site to handle the building operation. If the Lessee is not serving food but is serving alcohol to the event, the Lessee must have at least one Manager in addition to the bartender and wait staff to handle the building operation.

The customer booking the event will be responsible for supplying a police officer or Boston Park Ranger detail for the duration of the event anytime there is alcohol being served. The detail and room fee will be clearly defined in the event application. The room fee and detail fee will be paid to the Lessor.

Exclusive Right to Serve

The Lessee shall have the exclusive right to sell and serve food, beer and wine at William J. Devine (Franklin Park) Golf Course during special events, golf tournaments, public meetings or programs sponsored by the Fund. Each tournament or special program or event actually held shall not exceed one (1) day in duration. All event menu and prices also must be approved by the Lessor and cannot be substituted. The prices should be all inclusive and should contain no additional fees such as, but not limited to, cleaning and/or disposal.

At the golf course, the Fund reserves the right to waive the Lessee's exclusivity for the beer, wine and food at five (5) events per year.

Payment for Events/Tournaments Waiving Exclusive Right To Serve

Any tournament, special event, public meeting or sponsored program must use the Lessee for the food and beverages at their event, unless they qualify under the following special provision: Any event that is before 4PM and has 30 people or less attending the event, may waive the exclusivity of the Lessee but has to pay a \$4.00 per person service fee to the Lessee. The fee is designated to cover required staffing, cleaning and trash disposal fees. These events will require staffing as laid out in non-golf event section of this document.

Duties of Lessee During Events/Tournaments

On the day of each Golf Tournament, the participants and operators of the tournament shall have the use of the patio, porch, dining hall and tables and chairs at the Clubhouse for the service of food, beer and wine to tournament participants. The Lessee may choose to operate the Concessions at the Clubhouse during the Golf Tournaments provided that such operation does not interfere with the use of the tables, chairs, patio, porch and dining hall by Tournament participants and operators.

The Lessee is responsible for all cleaning and disposal of trash associated with an event, immediately following the event. A failure to do so will result in disciplinary action by the Lessor, which may result in a termination of the Lease.

Prices and Menu

The Lessee will use this facility for the serving of hot sandwiches, light lunches, dairy products, soft drinks and items customarily sold in comparable facilities of this type and at rates comparable to area rates for similar items at the approval of the Lessor.

Prior to March 1st (annually), Lessee shall submit to the Lessor a proposed list of all items to be sold. The list shall include the name of the item, the size of the item and the proposed price of the item.

All items and the price for each item must be approved by the Lessor before the Lessee may offer the item for sale to the public. Concessionaire shall not sell any item not on the approved

list, and shall not sell any item at a charge in excess of or below the approved price. The proceeds of any item sold without the permission or in excess of the approved price shall be property of the Lessor.

Lessee shall post the prices for all goods and services in such a place or places as Lessor may designate. Lessee shall label all items with the price of the item whenever it is feasible to do so.

Lessee shall not change any of the approved rates or charges, curtail the sale of any approved item, nor sell any non-approved item without receiving the prior written consent of the Lessor. Any situation in which an item is temporarily out of stock shall not be considered a curtailment of the sale of such items unless Lessee fails to actively seek replacement of his/her stock of such item.

Staff

The Lessee will provide, at all times, adequate help in the food operation to reasonably accommodate customers at the facility (both in the building and on the golf course).

Quality of Employees- Lessee shall only employ persons of good moral character

Dress, conduct and hygiene of employees- All employees of the Lessee shall be neatly dressed at all times.

All employees of the Lessee shall conduct themselves courteously in their relations with the public. When on duty, employees shall direct their full attention to the operation of the food service facility. No employee shall engage in inappropriate conduct during working hours, including, but not limited to, horseplay, card playing, loud conversations, cell phone internet and texting or any activity which would tend to cause discredit to the Lessor. Employees must fully obey all Rules and Regulations of Lessor.

All employees of the Lessee shall be clean and shall wash prior to commencing work and after any clean-up activity. All employees will comply with the rules of the local Health Department governing personal hygiene.

The Lessee agrees that a list containing the names of its employees shall be submitted to the Lessor at the beginning of the Lease and shall be updated as required.

The Lessee shall provide a phone number / cell number at which he/she can be reached during business hours and non-business hours (emergency situations only).

Use of Recyclable Products

Lessee shall make an effort to use products made of recyclable, biodegradable materials, ie., paper plates, cups, reusable silverware, etc.

Compliance with Federal, State and Local Laws and Rules of the Boston Parks Commission

In operating the food operation, Lessee shall comply with applicable federal, state and local laws, and all rules and regulations adopted by the Lessor.

Compliance with Laws

The Lessee agrees to comply strictly with all federal, state, and municipal laws, codes, rules and regulations. The Lessee further agrees not to permit nor perform any noxious or offensive business, trade or occupation in the Concession Premises, and not to permit the Concession Premises to be occupied or used for any immoral or illegal purpose.

Workers' Compensation Insurance

The Lessee agrees to provide Workers' Compensation Insurance in accordance with the Provisions of the Massachusetts Workers' Compensation Act. The Lessee shall furnish the Lessor

Indemnification

The Lessee covenants and agrees that it will fully indemnify, hold harmless, protect and defend at its own cost and expense, the Fund, the City, its employees, agents, elected and appointed officials and each of them from any risks, suits, damages, expenses or claims (including court costs and reasonable attorneys' fees) with the Lessor, its employees, agents, elected and appointed officials and each of them may incur or become liable for as a result of the injury or death of any person(s), or the loss or damage of any property in connection with the operation of this Concession by the Lessee or any of its employees, agents, invitees or any other person acting on behalf of the Lessee.

Taxes

The Lessee covenants that it will pay all taxes on personal property belonging to the Lessee and located on the Concession Premises and that it will pay all income, sales, social security, unemployment, state, federal and any other taxes levied against the operation of the Concession.

Bills

The Lessee agrees to promptly pay all bills arising from the operation of the concession.

Records

The Lessee shall provide certified financial statement of expenses and income at the end December of each Lease year. The financial statement must be certified by an accountant or an accounting firm licensed by the state.

Permits

The Lessee will be responsible for acquiring prior to its occupation and maintaining any permits, certificates, etc. necessary for the operation of selling food and alcohol on the premises. Copies of health inspections, permits, certificates, etc. will be forwarded to the Lessor for filing.

The Lessee shall be qualified to apply for and obtain a beer and wine license and a Common Victualler's license from the City of Boston. The Lessee shall be responsible for the payment of all license fees and any other public fees necessary for the operation of the Concession.

The Lessee must hold a valid beer and wine license and a Common Victualler's license for the Concession Premises at all times during the term of the Lease. The suspension or revocation of either license will constitute a material breach of the Lease.

Sale of Beer & Wine

Lessee shall strictly comply with all federal, state, and municipal laws, codes, rules and regulations governing the handling or the sale of beer and wine, including the rules and regulations of the Massachusetts Alcoholic Beverage Control Commission and the City.

Lessees must comply with Chapter 138, Section 14 (commonly referred to as 1-day licenses) which has been recently amended to permit a vendor at a Municipal Golf Course location to hold a "special liquor license" for no more than 245 days in a calendar year. (Attachment B) The Lessor reserves the right to select on which days in a calendar year the vendor may apply for this special license.

The Lessee understands that it must obtain and maintain its beer and wine license at the Clubhouse Lounge in order to maintain its Concession Lease and that the suspension or revocation of said license shall be a material breach of this agreement. All fees for licenses shall be the responsibility of the Lessee.

Inspection of Facilities

The food operation facility may be inspected any day during the bidding period, Monday through Friday by arranging to meet with Maribel Duprey at (617) 635-7251.

Assignment of Lease

The Lease shall not be assigned, at any time, to anyone other than the Lessee.

Articles of Equipment and Furnishing

The Lessor will provide for Lessee's use at the Concession Premises of all furniture, furnishings and equipment currently owned by the Fund and utilized at the Concession Premises. (Appendix 3) Any equipment which is on the Concession Premises and is owned by the Fund and which is

to be used by the Lessee in the operation of the Concession, shall be maintained in proper working order and good condition by the Lessee, and any cost of repair by competent serviceman, at any time during the term of this Lease shall be the responsibility of the Lessee. The Lessor will not replace and/or repair any present concession equipment during the term of this Lease.

Notwithstanding the existence of Fund-owned furnishings, furniture and equipment on the Concession Premises, Lessee will provide all additional furniture, furnishings and equipment necessary for the proper operation of the licensed facilities and shall maintain said furniture, furnishings and equipment in a good condition and in working order.

The furnishings, furniture and equipment supplied by the Lessee shall remain the property of the Lessee and shall be removed at the end of the Lease. Each proposer shall submit a list of all proposed furnishings, furniture and equipment as part of its proposal.

Nondiscrimination

The Lessee agrees to comply fully with the Federal Equal Employment Opportunities Act and with all applicable state and municipal laws, and the Lessee agrees that no qualified person shall be denied or refused service or other full or equal use of the licensed facilities, nor denied employment opportunities by the Lessee as a result of race, creed, color, religion, sex, national origin or ancestry, age, physical or mental handicap.

Smoking Policy

The Lessee shall obey all state, federal and city laws, rules and regulations with respect to smoking on the Concession premises. City of Boston Code, Ordinances, Chapter VII, Section 7-4.14 (Appendix A) states that “no person shall smoke in any public park, or other public place under control of the Parks and Recreation Commission.

Conflict of Interest

Any activity that would constitute a violation of the Massachusetts Conflict of Interest Law, M.G.L. c. 268A, is prohibited. The Lessee warrants that no official or employee or business entity of the City, (1) has been employed to aid in the procuring of this Lease: (2) will be employed or otherwise benefit from this Concession Lease without the immediate divulgence of that fact to the Lessor.

In the event that the Lessor determines that the employment of the official or employee is not compatible with their duties the Lessee, upon request of the Lessor, shall terminate their employment immediately. For breaches or violations of this paragraph, the Lessor shall have the right to cancel this Lease, without liability and to recover all compensation paid to, or benefit received of such official, employee or business entity.

DCAMM Disclosure Statement

Prior to executing the Lease, the Lessee will be required to submit a disclosure of beneficial interests to the Commonwealth of Massachusetts Division of Capital Asset Management and Maintenance as required by M.G.L. c. 7C, § 38. Please see Disclosure Statement at Exhibit E of the Lease Agreement.

Certificate of Tax Compliance

Pursuant to M.G.L. c. 62C, § 49A, the Lessee will be required to obtain a certification of tax compliance from the Massachusetts Department of Revenue. Please see Certificate Application, at Exhibit D of the Lease Agreement.

Termination

If in the judgment of the Lessor the manner of operation of the Concession or the quality of the merchandise or services does not meet the requirements of this Lease, or if the Lessee breaches or is in default of any other term of the Lease, the Lessor shall give the Lessee a written notice specifying with reasonable particularity the unsatisfactory performance or default, and where, in the Lessor's sole opinion the breach or default is incapable of being remedied, the Lessor may automatically terminate the Lease upon written notice to the Lessee specifying with reasonable particularity the reasons for terminating. The decision of the Lessor on any such matter shall be final.

Destruction, Loss or Damage by Fire or Other Causes

In the event the Concession Premises are damaged by fire or other casualty to an extent that in Lessor's sole opinion the continued operation of the premises by Lessee is not desirable, the Lessor may immediately terminate this Lease. The Lessor may, but is not obligated to, repair or rebuild the Concession Premises and, if after the repairs or rebuilding are completed to the Lessor's satisfaction, any portion of the original Lease period remains, upon notice from the Lessor, the Lessee immediately shall resume operation of the Concession in accordance with this agreement.

Vacating the Premises

The Lessee shall, immediately upon expiration of the Lease, vacate the Concession Premises and remove all property to which the Lessee holds proper title.

Should the Lessee fail to remove or dispose of its property as provided, the Lessor may consider the property abandoned and may claim proper title to it or dispose of it at the Lessee's expense. In addition, at the expiration or termination of the Lease, the Lessee shall surrender the premises and the equipment and furnishings to which the Lessor holds title in as good or better condition as when accepted by the Lessee, reasonable wear and tear is expected.

Bribery Clause

The Lessee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of any public agency or entity or any other municipality nor has the Lessee made an admission of guilt of such conduct which is a matter of record. Any attempt by a proposer or his agent to bribe a public employee of the City shall constitute a material breach of the agreement.

Bankruptcy

Except to the extent prohibited by applicable law, upon the occurrence of any one or more of the following events, the Lease with the Lessee shall be deemed to have terminated automatically:

The filing by the Lessee of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors or

the filing of an involuntary bankruptcy petition against the Lessee which is not withdrawn or dismissed within ten (10) days, or a consenting by the Lessee to the appointment of a receiver or trustee of all or part of the Lessee's assets; or the filing by the Lessee of a petition or answer regarding an arrangement or reorganization under the Federal Bankruptcy Act or any other applicable state or federal law, or the filing by the Lessee of a petition to take advantage of any insolvency act or law.

Waiver or Breach

The Lessor's decision to waive compliance with any term contained in the Lease shall not be deemed to be a waiver of that term for any subsequent breach of the same or any other term by the Lessee. The acceptance of any payment made by the Lessee to the Lessor under the terms of this agreement shall not be deemed a waiver of any prior occurring breach by the Lessee of any term contained herein regardless of knowledge of the Lessor of the prior existing breach at the time of the acceptance of such payment.

Severability

If any provision or portion of any provision of this Lease shall be deemed illegal or unenforceable for any reason, the unaffected provisions or portions shall remain in full force and effect.

Changes or Amendment to Lease

The Lease sets forth all agreements between the parties. No modification or amendment shall be valid unless set forth in writing and signed by the Lessor and the Lessee.

Attachment A- Payment Schedule

The Total Lease payment will be spread over the following payment schedule. Take the annual bid amount and use the percentages below to calculate the amount to be paid to Fund for Parks and Recreation on the 1st day of the appropriate month.

<u>Year 1</u>			<u>Year 2</u>			<u>Year 3</u>		
15%	June	2022	15%	May	2023	15%	May	2024
20%	July	2022	15%	June	2023	15%	June	2024
20%	August	2022	20%	July	2023	20%	July	2024
15%	September	2022	20%	August	2023	20%	August	2024
15%	October	2022	15%	September	2023	15%	September	2024
15%	November	2022	15%	October	2023	15%	October	2024

Attachment B- Special Ruling on Alcoholic Beverages License

Attachment C- Price Proposal

Lessee Name:

Street Address:

City/Town:

State:

Zip Code:

Primary Contact Name:

Primary Contact Number:

Annual Lease Payment 2022	\$
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Annual Lease Payment 2023	\$
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Annual Lease Payment 2024	\$
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Total 3-Year Lease Payment	\$
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Attachment D – Bid Response Form

Certificate of Non-Collusion

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

Signature of individual submitting bid or proposal

Name of business

Tax Compliance Certification

Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature of person submitting bid or proposal

Name of business

Terms and Conditions of Lease Agreement

I agree to the terms and conditions outlined in the Lease Agreement that the City intends to use in awarding this proposal. Proposers should familiarize themselves with the terms and conditions contained in the Lease Agreement.

Signature of person submitting bid or proposal

Name of business